

Cadonix Arcadia Software End User Licence Agreement

These licence terms and conditions ("**Licence Terms**") were updated on June 20, 2025.

Please read these Licence Terms carefully.

We may modify these Licence Terms at any time, and your continued use of the Software after we post modifications to these Licence Terms means that you agree to be bound by them, as modified.

Who we are and the purpose of these Licence Terms

We are Cadonix Ltd, including but not limited to connected group companies and affiliates, and www.cadonix.com and all of its associated websites are operated by us ("**we**", "**us**", "**our**"). We are registered in England and Wales under company number 08032343, whose registered office is at John Eccles House Robert Robinson Avenue, Oxford Science Park, Oxford, Oxfordshire, England, OX4 4GP.

Subject to these Licence Terms, we grant you a limited, non-exclusive, non-transferable, revocable, non-sub-licensable, worldwide licence to:

- Use our online software application known as "Arcadia" (the "**Software**"), which includes any online or electronic documentation provided by us to you in accessing and/or using the Software (the "**Documentation**"); and
- The service you connect to via the Software (including any User Account) and all the data and content we provide or facilitate to you through it (the "**Services**").

We reserve the right to suspend, restrict, withdraw, access to, or availability of, part or all of Software and the Services we provide to all users (whether with registered accounts or not) without notice.

In addition to the other obligations in these Licence Terms, your use of the Software is subject to all of the following:

- You obtaining the relevant authorisation from the third-party contracting entity, whether a corporation, partnership, limited liability company, organisation or otherwise, who grants you, on its behalf, as one of its authorised users, access to and use of the Software (the "**Authorised Entity**") and with whom we have a one or more contracts in place to access and use the Software (the "**Authorised Entity Agreements**"); and
- Your compliance with all the obligations on you as an authorised user on behalf of the Authorised Entity under the Authorised Entity Agreements.

You represent and warrant to us under these Licence Terms that you have the express written permission from your Authorised Entity to use the Software. Without such express permission, you will not access, use, or have any other rights regarding the Software and Services.

These Licence Terms apply to all users of the Software in any jurisdiction worldwide, and these Licence Terms both supplement and incorporate, by reference, the obligations on you as an authorised user under the Authorised Entity Agreements.

How to contact us

You can contact us using:

- Our address stated above;
- The e-mail address info@cadonix.com;

How we will contact you

We will send you any agreements, statements and other notices using email, phone or mail to your home address. If any of your contact details change, including moving abroad, you should let us know as soon as possible.

Policies

Our privacy policy and cookies policy are located at <https://www.cadonix.com/privacy/> and sets out the terms on which we process any personal data we collect from you or that you provide to us (our “**Policies**”).

By using the Software and Services, you consent to such processing and warrant that all data you provide to us is accurate.

It is your responsibility to check our Policies from time to time, as any and all changes made are binding on your access to and use of the Software and the Services we provide.

Complaints

We strive to provide excellent customer service at all times. If you are not satisfied with the Software or our Service at any time, please reach out to us directly.

Access and Use of the Software and the Services

We are the owner or the licensee of all intellectual property rights in the Software and Services. Those works are protected by copyright laws and treaties around the world. All other such rights are reserved and no rights or licenses are granted to you in such works.

You must not modify copies of any results from your use of the Software and the Services, whether digital or physical copies.

Licence Use Restrictions

You agree that you will:

- Not rent, lease, sub-license, loan, provide, or otherwise make available, the Software or the Services in any form, in whole or in part, to any person without prior written consent from us;
- Not copy the Software or Services, in whole or in part, except as part of the normal use of the Software or where it is necessary for the purpose of back-up or operational security;

- Not translate, merge, adapt, vary, alter or modify, the whole or any part of the Software or the Services nor permit the Software or the Services or any part of them to be combined with, or becomes incorporated in, any other programs or technology, except as necessary to use the Software and the Services on devices as permitted in these Licence Terms;
- Not disassemble, decompile, reverse engineer or create derivative works based on the whole or any part of the Software or the Services, nor attempt to do any such things.
- We are giving you personally the right to use the Software to receive the Services. Except as expressly permitted under applicable law, you may not otherwise transfer the Software (or any of the results of the Services) to anyone else, whether for money, for anything else or for free. If you sell any device on which the Software is installed, you must remove the Software from it.

Acceptable Use Restrictions

You may only use the Software and the Services for lawful internal business purposes of your Authorised Entity:

- Not for the purpose of competing with our business (including offering the same or similar services that we offer to any third party) without obtaining a prior written license to do so from us and/or our licensors;
- In compliance with all applicable laws, regulations, codes of conduct or otherwise, including without limitation data protection and privacy laws, laws relating to copyright of content and laws relating to unsolicited commercial electronic messages.

You agree you will not:

- Attempt to gain unauthorised access, interfere with, damage, or disrupt the Software (or any part thereof), the Software (or any part thereof), the Services (or any part thereof) or the server, equipment or network on which the Software is stored;
- Attack the Software via a denial-of-service attack or a distributed denial-of-service attack;
- Use phishing, screen scraping, data mining, robots, screen scraping, internet scamming, password robbery, spearing, or similar gathering, extraction tools, to collect any information from the Software and the Services, including without limitation any databased parts/information, trademarks, logos, or other proprietary information (including images, text, page layout, or form), email addresses, screen names or other identifiers, by deceit or otherwise, without our express written consent;
- Use the Software to distribute software or disseminate any information created using the Software in breach of these Licence Terms and the Authorised Entity Agreements;
- Carry out any denial-of-service attack or a distributed denial-of-service attack on the Software, whether independently or in combination with the Software, to carry out any such attack on any other website;
- Allow anyone else, whether directly or indirectly, to access the Software through your

internet connection; and

- Not to reproduce, duplicate, copy or re-sell any part of the Software and the Services in contravention of these Licence Terms and the Authorised Entity Agreements.

You must not use the Software:

- To attempt to gain unauthorised access to the Software and/or the Services, any other website, internet account, server, computer, equipment, system, network, data or information;
- To send or transmit, whether directly or indirectly, unsolicited or unauthorised advertising or promotional material (or any other form of similar solicitation);
- For mail bombing or flooding or to make deliberate attempts to overload any system;
- In any way that breaches, in each case, any applicable law, national law, or international law;
- In violation of export laws, controls, regulations or sanction policies of the United Kingdom or any other country worldwide;
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- To send, transmit, publish, knowingly receive, upload, download, store, reproduce, use or re-use any material which does not comply with these Licence Terms and the Authorised Entity Agreements; or
- To knowingly or recklessly introduce, transmit or permit the transmission of, send or upload to any data, application, or any material of any kind that contains viruses, ransomware, malware, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software (including the Software) or hardware.

User Accounts

If you register an account in order to access and use the Software ("**User Account**"), you must provide accurate and complete registration information and keep that information up to date at all times.

In order to use the Software, and as applicable, you will need a username identification email address, password and any pre-selected answers to security questions in order to access it. It is your responsibility to keep this information secret and confidential and not to disclose it to any other third party. You will be responsible for all uses of, and activity through, the Software and the Services available thereon, in respect of each, accessed using your log-in.

You agree to provide all additional information we may reasonably request and answer truthfully and completely any questions we might ask you to verify your identity.

You acknowledge and agree that you are only entitled to one account per person. Duplicate user profiles may be removed without further notice.

You expressly consent, upon acknowledging and accepting these Licence Terms during the account registration process (including any re-acceptance of our Licence Terms from time to time), we may record your personal data (including IP address) in order to verify the date, time and iteration of the Licence Terms accepted and which shall be legally binding.

If you think that somebody else might know your user identification code, password and/or pre-selected answers to security questions, then you must, as soon as possible, log in to your account and change these and notify us using the contact details set out in these Licence Terms.

We reserve the right to disable any user identification code, password and/or any pre-selected answers to security questions at any time if, in our reasonable opinion, you fail to comply with any of these Licence Terms and/or if we consider that you are using the Software to access unauthorised content or infringe in any manner our rights, the rights of another person or if we consider that there may be a security risk.

Updates to the Software and changes to the Services

From time to time, we may automatically update the Software and change the Services to improve performance, enhance functionality, reflect changes to the Software or address any security issues. Alternatively, we may ask you to update the Software for these reasons.

If you choose not to install such updates or if you opt out of automatic updates, you may not be able to continue using the Software and the Services.

If someone else owns the device you are using

If you download the Software onto any device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these Licence Terms and the Authorised Entity Agreements whether or not you own the device.

We may collect technical data about your device

By using the Software or any of the Services, you agree to us collecting and using technical information about the devices you use the Software on, and the operating systems, related software, hardware and peripherals to improve our Software and to provide any Services or other services.

Feedback

Any feedback is given by you to us voluntarily, and you grant to us an unlimited, non-exclusive, perpetual, royalty-free license under your owned or controlled non-patent intellectual property rights to make, use, modify, distribute, and commercialise the feedback you give to us as relating to your use of the Software and Services, in whole or in part and without regard to whether such feedback is marked or otherwise designated by you as confidential.

Liability

Nothing in these Licence Terms limits or excludes our liability to you for:

- death or personal injury arising from our negligence;
- fraudulent misrepresentation or misrepresentation;
- any other matter for which we are not permitted by law to exclude or limit our liability.

(“Non-Excludable Liabilities”)

Subject to Non-Excludable Liabilities, we, the other members of our group of companies and any third parties connected to us hereby expressly exclude any liability for any direct, indirect, special, or consequential, punitive, or exemplary loss or damage arising out of or in connection with our failure to perform or defect or delay in performance of any of our obligations, your use of (or inability to use) the Software or reliance upon or accuracy of any content or materials accessed via the Software, including the results from the Services, and such excluded liability shall include but not limited to:

- loss of income or revenue;
- loss or interruption of business;
- loss of profits or business;
- loss of anticipated savings;
- loss or corruption of data, corruption of data and/or remediation costs related to the loss or corruption of any data;
- loss of goodwill;
- any additional and/or wasted management or office time and/or administrative costs and expenses incurred by you arising from the availability of this website or any of the services we provide in connection with the Software; or
- any losses, claims, demands, actions, costs, expenses or liabilities claimed from by a third party as a consequence of our breach of these Licence Terms;

however so caused, whether in contract, tort (including without limitation negligence or if caused by a deliberate and or repudiatory breach), misrepresentation, restitution, otherwise, even if such losses are reasonably foreseeable.

The Software and the Services provided by us or on our behalf by any of our group companies, partners or third parties in connection with the Software and Services are provided on an 'as is' and 'as available' basis and we make no representations or warranties of any kind, either express or implied by law.

You expressly agree that your use of the Software and the Services is at your sole risk and we expressly disclaim any and all warranties, either express or implied by law (whether by statute, common law or otherwise), including without limitation warranties as to quality, suitability for any

purpose, merchantability, compatibility, reliability, accuracy, completeness, availability, timeliness, access, use or non-infringement. Subject to the Non-Excludable Liabilities, we accept no responsibility or liability and make no guarantee that the Software and/or the Services will be free from faults, errors and/or omissions. You are responsible for evaluating the quality, suitability, accuracy, completeness and reliability of the services or any information provided on any part of this website, Software and the Services.

Subject to the Non-Excludable Liabilities, we disclaim all liability and responsibility arising from any unavailability at any time for any reason any part of the Software and the Services or any reliance placed on any content or information provided by the Services, or by anyone who may be informed of the same.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of Software or to your use of the Software and Services in connection with it.

Indemnity

You will fully indemnify, defend and hold us and our affiliated companies, shareholders, members, officers, directors, managers, employees, agents or suppliers harmless from (i) any and all losses (including all direct, indirect and consequential losses), liabilities, costs (including legal costs), expenses, claims, proceedings, or demands, made by any third party, we suffer or incur, or will suffer or incur, due to or arising out of or in connection with your use of the Software and the Services, (ii) the violation of these Licence Terms by you (including your obligations and warranties), or (iii) the infringement by you of any intellectual property or other right of any other person or entity.

Suspension and Termination

We will determine, in our discretion, whether there has been a breach of these Licence Terms through your use of the Software. When a breach of these Licence Terms has occurred, we may take such action as we deem appropriate.

Failure to comply with these Licence Terms constitutes a material breach of Licence Terms upon which you are permitted to use the Software, and may result in our taking one, any, or all of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use the Software or the Services (in each case, in part or in full).
- Immediate, temporary or permanent removal of any downloaded data, information or reports via your use of the Software and Services.
- Issue of a written warning to you regarding any breach of these Licence Terms, including any obligations we require you to comply with as a result of the Authorised Entity Agreements.
- Legal action as we consider appropriate, including legal proceedings against you for reimbursement of all costs on a full indemnity basis (including, but not limited to,

reasonable administrative and legal costs) resulting from your breach of these Licence Terms.

- Any further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or is required by any applicable law.

If we withdraw your access or use of the Software and Services, you must, at our absolute discretion, return or destroy any copies of the Software and/or the results of the Services.

We may transfer these Licence Terms to someone else

We may transfer our rights and obligations under these Licence Terms to another organisation. We will always tell you in writing if this happens, and we will ensure that the transfer will not affect your rights under these Licence Terms.

No rights for third parties

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

If a court finds part of these licence terms illegal, the rest will continue in force

Each of the paragraphs of these Licence Terms operates separately. If any court or relevant authority decides that any of its terms are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing these Licence Terms, we can still enforce it later

Even if we delay in enforcing these Licence Terms, we can still enforce them later. If we do not insist immediately that you do anything you are required to do under these Licence Terms, or if we delay in taking steps against you in respect of your breaching these Licence Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

Entire Agreement

These Licence Terms serve as our entire agreement with you on this subject and merges and supersedes all related prior and contemporaneous agreements.

Interpretation

Unless the context otherwise requires: (i) words in the singular shall include the plural and in the plural shall include the singular; (ii) any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and (iii) all headings are for ease of reference only and will not affect the construction or interpretation of these Licence Terms.

All references to “you” and “your” in these Licence Terms shall mean you as the authorised user of the Software and services by and on behalf of your Authorised Entity.

Jurisdiction and Applicable Law

These Licence Terms or their subject matter or formation (and any non-contractual obligations arising out or in connection with them) are governed by the law of England and Wales, and the courts of England and Wales have non-exclusive jurisdiction to determine any dispute arising out of or in connection with them.

As a consumer, you will benefit from any mandatory provisions of the law of the country where you reside. Nothing in these Licence Terms affects your rights as a consumer to rely on such mandatory provisions of local country laws.